

ALLIED WIRELESS OF THE PALMETTO STATE DBA U-LIFELINE WIRELESS

# **Lifeline Compliance Plan**

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## **I. INTRODUCTION**

Allied Wireless of the Palmetto State, LLC d/b/a U-Lifeline Wireless (“U-Lifeline” or the “Company”) is a prepaid wireless telecommunications carrier seeking designation as an Eligible Telecommunications Carrier (“ETC”) status for the sole purpose of providing Lifeline service to qualifying low-income residents of South Carolina. U-Lifeline Wireless will provide the supported services under Section 214(e)(1)(A) of the Communications Act, Section 54.101 of the FCC’s Rules: (1) by using U-Lifeline Wireless’ existing cellular network infrastructure, which consists of switching, trunking, cell sites, and network equipment, together with any expansions and enhancements to that network; and (2) as necessary, through the resale of another carrier’s service or through roaming arrangements. U-Lifeline Wireless respectfully requests expeditious approval of this plan so that the Company may quickly deploy much-needed Lifeline services to qualified low-income customers.

## **II. U-LIFELINE WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE RECENT FCC ORDER**

U-Lifeline will comply with all conditions set forth in the recent FCC *Order*,<sup>1</sup> and all laws and regulations governing its provision of Lifeline-supported prepaid wireless service to customers throughout its ETC designated area.

### **A. Access to 911 and E911 Services**

In the *Order*, the FCC requires U-Lifeline to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.<sup>2</sup> U-Lifeline hereby confirms that customers will have access to emergency calling services at the time that Lifeline service is initiated. Furthermore, such 911 and E911 access will be available to customers from U-Lifeline handsets even if the account associated with the handset has no minutes remaining.

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<sup>1</sup> *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) (“*Order*”).

<sup>2</sup> See *Order* at ¶ 373.

## **B. E911-Compliant Handsets**

U-Lifeline confirms that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing U-Lifeline customer does not have an E911-compliant handset, the Company will replace it with a E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a E911-compliant handset as well.

## **C. Consumer Eligibility and Enrollment**

U- Lifeline will certify and verify consumer eligibility for Lifeline in accordance with the requirements set forth in the *Order*. In instances where a state agency or third-party administrator is responsible for the initial determination and annual recertification of consumer eligibility, U-Lifeline will rely on the state identification or database.<sup>3</sup> In instances where U-Lifeline is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

### ***1. One-Per-Household***

U-Lifeline understands that Lifeline is limited to a single subscription per household, and that the Commission has defined household as "any individual or group of individuals who are living together at the same address as one economic unit."<sup>4</sup> Upon receiving an application for Lifeline support, U-Lifeline will check the duplicates database, once in place, to determine whether an individual at the applicant's residential address is currently receiving Lifeline-supported service. U-Lifeline will also search its own internal database of active customers to ensure that it does not already provide Lifeline-supported service to someone at that residential address. If U-Lifeline determines that an individual at the applicant's address is currently receiving Lifeline-supported service, U-Lifeline will take an additional

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<sup>3</sup> See *Order* at ¶ 98.

<sup>4</sup> See *Order* at ¶ 74.

step to ensure that the applicant and the current subscriber are part of different households. To enable applicants to make this demonstration, U-Lifeline will require applicants to complete and submit to the Company USAC's one-per-household template which is attached hereto as Exhibit A. The proposed form contain the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income; and (4) the penalty for a consumer's failure to make the required one-per-household certification (i.e., de-enrollment).<sup>5</sup> U-Lifeline confirms that it will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

## ***2. Temporary Address/Change of Address***

U-Lifeline will obtain a consumer's permanent residential address (which cannot be a P.O. Box or General Delivery address), unless they only have a temporary address, and a billing address for the service, if different (which may include a P.O Box or General Delivery address).<sup>6</sup> U-Lifeline will inquire on its certification forms whether or not the applicant's address is a temporary one.<sup>7</sup> If it is, U-Lifeline will notify the consumer that the Company will contact the consumer every 90 days, by phone or text, to verify that he or she continues to rely on that address, and that if the consumer fails to respond within 30 days of U-Lifeline's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program. Also on its certification forms, U-Lifeline will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.<sup>8</sup> If the subscriber has moved,

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<sup>5</sup> See Order at ¶ 78.

<sup>6</sup> See Order at ¶ 85.

<sup>7</sup> See Order at ¶ 89.

<sup>8</sup> See Order at ¶ 85.

U-Lifeline will update the duplicates database, once in place, with the information within 10 business days of receipt of the information.<sup>9</sup>

### ***3. Initial and Annual Certification***

Consumers will be signed up in person or directed, via company literature, collateral or advertising, to a toll-free telephone number and to the Company website, which will provide information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. U-Lifeline will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, that interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services.

U-Lifeline's initial and annual certification forms will conform to the list of requirements provided in the *Order*, Appendix C and with C.F.R. § 54.410(d), as amended. U-Lifeline's Lifeline certification forms, a draft sample of which is attached as Exhibit B, will require each prospective subscriber to provide the following information:

- (i) The subscriber's full name;
- (ii) The subscriber's full residential address;
- (iii) Whether the subscriber's residential address is permanent or temporary;
- (iv) The subscriber's billing address, if different from the subscriber's residential address;
- (v) The subscriber's date of birth;
- (vi) The subscriber's social security number, or the subscriber's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a social security number;
- (vii) If the subscriber is seeking to qualify for Lifeline under the program-based criteria, as set forth in § 54.409, the name of the qualifying assistance program from which the subscriber, his or her dependents, or his or her household receives benefits; and
- (viii) If the subscriber is seeking to qualify for Lifeline under the income-based criterion, as set forth in § 54.409, the number of individuals in his or her household.

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<sup>9</sup> See id.

Further, the certification forms will also explain in clear, easily understandable language that:

- (i) Lifeline is a federal benefit;
- (ii) Lifeline service is available for only one line per household;
- (iii) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- (iv) households are not permitted to receive benefits from multiple providers;
- (v) that violation of the one-per-household requirement would constitute a violation of the Commission's rules and would result in the consumer's de-enrollment from the program, and potentially, prosecution by the United States government; and
- (vi) a Lifeline subscriber may not transfer his or her service to any other individual, including another eligible low-income consumer.

U-Lifeline will also require all consumers, at sign up and annually thereafter, to certify under penalty of perjury that:

- (i) The subscriber meets the income-based or program-based eligibility criteria for receiving Lifeline, provided in § 54.409;
- (ii) The subscriber will notify the carrier within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the subscriber no longer meets the income-based or program-based criteria for receiving Lifeline support, the subscriber is receiving more than one Lifeline benefit, or another member of the subscriber's household is receiving a Lifeline benefit.
- (ii) If the subscriber is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands, as defined in 54.400(e);
- (iv) If the subscriber moves to a new address, he or she will provide that new address to the eligible telecommunications carrier within 30 days;
- (v) If the subscriber provided a temporary residential address, he or she will be required to verify his or her temporary residential address every 90 days;
- (vi) The subscriber's household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber's household is not already receiving a Lifeline service;
- (vii) The information contained in the subscriber's certification form is true and correct to the best of his or her knowledge;
- (viii) The subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and
- (ix) The subscriber acknowledges that the subscriber may be required to re-certify his or her continued eligibility for Lifeline at any time, and the subscriber's failure to re-certify as

to his or her continued eligibility will result in de-enrollment and the termination of the subscriber's Lifeline benefits pursuant to § 54.405(e)(4).

Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements. Consumers who do not complete the application process in person must return the signed application and support documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures, including Interactive Voice Response (IVR) recordings, that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006.<sup>10</sup>

When a prospective customer applies for Lifeline service in person, Company personnel will ask to see a government issued ID/proof of eligibility and will validate the address. Company personnel will input the name/address combination into the company's aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from U-Lifeline. In cases where a state eligibility database exists, store personnel will contact the Company's internal group dedicated to verifying eligibility who will query the database and either approve or deny the applicant. In states where eligibility databases are not available, the applicant is required to provide proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. U-Lifeline's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by Company personnel in order to record information about the specific documentation reviewed as part of the eligibility verification process. Eligibility documents are returned to the customer after review. Finally, U-Lifeline personnel will verbally explain the certifications to consumers before they initial the required disclosures and sign the application. Once the Lifeline application is complete, it is scanned into the Company's database. Upon successful completion of the certification process, the customer is enrolled in U-Lifeline's Lifeline plan.

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<sup>10</sup> See Order at ¶ 168.

With respect to those enrolling via the phone, Company personnel are able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures, as well as collect and input electronically the application form information and obtain the applicant's signature via IVR. The Company then has the information needed to qualify the applicant by accessing necessary databases (duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and government-issued ID, U-Lifeline is able to complete the eligibility verification process and deliver phones to eligible customers by mail.

When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. U-Lifeline will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.<sup>11</sup> The Company will qualify the applicant by accessing necessary databases (duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and government-issued ID, U-Lifeline is able to complete the eligibility verification process and deliver phones to eligible customers by mail.

U-Lifeline will determine eligibility utilizing the income and program criteria currently utilized by federal default states (47 C.F.R. § 54.409(a),(b)), as well as any additional state-specific criteria. Prior to enrolling a new subscriber, U-Lifeline will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.<sup>12</sup> If a database is used to establish eligibility, U-Lifeline will not require documentation of the consumer's participation in a qualifying federal program; instead, U-Lifeline or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline.<sup>13</sup> However, in states where there is no state administrator, the state commission or other state agency is not making eligibility

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<sup>11</sup> See Order at ¶ 123.

<sup>12</sup> See Order at ¶ 97.

<sup>13</sup> See Order at ¶ 98.

determinations, and there is no automated means for U-Lifeline to check electronic databases for eligibility, U-Lifeline will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.<sup>14</sup> U-Lifeline will require acceptable documentation both for income eligibility and for program eligibility. The Company will not retain copies of the documentation but rather will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility.<sup>15</sup> U-Lifeline understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases U-Lifeline remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.<sup>16</sup>

U-Lifeline provides employees with training designed to give them an understanding of Lifeline program requirements and permit them to review customer documentation and determine whether it is sufficient to establish a customer's eligibility to participate in the Lifeline program under the Commission's rules. No Company employee may accept a Lifeline application unless he or she has first completed this training program and demonstrated an understanding of the underlying material. Among other things, the Lifeline program training discusses the Company's Lifeline application form (see Exhibit B) on a section-by-section basis. The training explains what sections of the form must be completed by the customer and reviews the form disclosures in detail, to facilitate an employee's ability to explain each item contained therein and answer any customer questions.

#### ***4. Annual Re-Certification***

U-Lifeline understands that it must re-certify the eligibility of its entire Lifeline subscriber base as of June 1, 2012 by the end of 2012 and report the results to USAC by January 31, 2013, and the

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<sup>14</sup> See Order at ¶ 99.

<sup>15</sup> See Order at ¶ 101.

<sup>16</sup> See Order at ¶ 110.

Company may elect to perform this re-certification on a rolling basis throughout the year.<sup>17</sup> By December 31, 2012, U-Lifeline will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility.<sup>18</sup> The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company. U-Lifeline will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. U-Lifeline understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.<sup>19</sup> Alternatively, where a database containing consumer eligibility data is available, U-Lifeline (or state agency or third-party, where applicable) will instead query the database by the end of 2012 and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, U-Lifeline will contact the subscriber every year during the annual certification process.<sup>20</sup> After 2012, U-Lifeline will continue to annually certify the continued eligibility of its entire subscriber base, either by accessing a qualifying database, or by electing to have USAC administer the self-certification process on the Company's behalf.<sup>21</sup>

U-Lifeline will certify its compliance with Commission rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for reimbursement. As part of U-Lifeline's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

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<sup>17</sup> See Order at ¶ 130.

<sup>18</sup> See id.

<sup>19</sup> See Order at ¶ 132.

<sup>20</sup> See Order at ¶ 131.

<sup>21</sup> See Order at ¶ 133.

- (1) that the Company has procedures in place to review consumers' documentation of income-and program-based eligibility. In instances where the Company confirms consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of the Company will attest to what data the Company uses to confirm consumer eligibility in each state, and
- (2) that the Company is in compliance with all federal Lifeline certification procedures.<sup>22</sup>

#### **D. Other Reforms to Eliminate Waste, Fraud and Abuse**

U-Lifeline is committed to taking steps to prevent customers from engaging in abuse of the program, inadvertently or intentionally. Therefore, U-Lifeline has implemented enrollment procedures designed to prevent subsidies for duplicate, ineligible, or inactive subscribers. The Company has processes in place to ensure that it removes (1) any name/address that is already receiving a lifeline subsidy from receiving a second lifeline subsidy in that same month; and (2) that subsidies are requested only for active lines. Through the processes described herein, U-Lifeline ensures that it does not over-request from support funds.

U-Lifeline first validates each applicant's identity via a government issued ID card. Additionally, as mentioned above, U-Lifeline requires the applicant to provide their date of birth (DOB) and their social security number (SSN). Requiring DOB and SSN ensures that neither the applicant nor the Company representative can forge certification forms based on false names and addresses. Once the applicant's identity is confirmed, U-Lifeline verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, U-Lifeline checks available eligibility databases. If one is not available, the applicant is required to provide proof of income or program participation. This prevents ineligible applicants from receiving the subsidy.

U-Lifeline verifies the address of the applicant via the applicant's government issued ID. Next the name/address combination is entered into the company's aggregate duplicate database to confirm

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<sup>22</sup> See Order at ¶ 126-27.

that the applicant is not already receiving a Lifeline subsidy from U-Lifeline. These steps prompt the representative to detail the one-per-household rule with the applicant.

### ***1. National Lifeline Accountability Database***

U-Lifeline will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, U-Lifeline will provide to the database subscriber name, address, phone number, the last four digits of Social Security number, date of birth, Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that subscriber.<sup>23</sup> U-Lifeline will provide the information listed above for existing subscribers within 60 days of Commission notice that the database is capable of accepting subscriber information.<sup>24</sup>

Furthermore, on its certification form, U-Lifeline will obtain acknowledgement and consent from each of its subscribers that is written in clear, easily understandable language that the subscriber's name, telephone number, and address will be divulged to USAC (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit.<sup>25</sup>

Within 30 days following Commission notice that the database is capable of accepting queries, U-Lifeline will query the database to check to see if a prospective subscriber is already receiving service from another ETC at a residential address prior to seeking reimbursement from the Fund.<sup>26</sup>

### ***2. Subscriber Usage***

U-Lifeline will not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, U-Lifeline will not seek reimbursement from the USF for inactive subscribers who have not

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<sup>23</sup> See *Order* at ¶ 189.

<sup>24</sup> See *Order* at ¶ 190.

<sup>25</sup> See *Order*, Appendix C.

<sup>26</sup> See *Order* at ¶ 203.

used the service for a consecutive 60-day period.<sup>27</sup> U-Lifeline will notify its subscribers at service initiation about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.<sup>28</sup> An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from the Company to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than the Company, its representative, or agent; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.<sup>29</sup>

### **3. Audits**

If U-Lifeline draws \$5 million or more in the aggregate on an annual basis from the low-income program, as determined on a holding company basis taking into account all operating companies and affiliates, the Company will hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess U-Lifeline's overall compliance with the program's requirements.<sup>30</sup> U-Lifeline will comply with applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.<sup>31</sup>

## **E. De-Enrollment**

U-Lifeline will de-enroll consumers from the Company's Lifeline program in the following instances, according to C.F.R. § 54.405(e):

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<sup>27</sup> See Order at ¶ 257.

<sup>28</sup> See id.

<sup>29</sup> See Order at ¶ 261.

<sup>30</sup> See Order at ¶ 291. However, the Office of Management and Budget (OMB) has not approved this provision. This provision will become effective only upon OMB approval.

<sup>31</sup> See Order at ¶ 294.

### **1. Ineligibility.**

Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).<sup>32</sup>

If a customer does not respond to the Company's annual verification survey within 30 days, or if U-Lifeline has reasonable basis to believe that the subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs the Company or the state that he or she is ineligible for Lifeline), U-Lifeline will provide a written notice of impending service termination to the subscriber and then give the subscriber 30 days after the date of the letter to demonstrate that his or her Lifeline service should not be terminated.<sup>33</sup> Similarly, U-Lifeline will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.<sup>34</sup>

### **2. Duplicative Support.**

Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,<sup>35</sup> U-Lifeline will de-enroll a subscriber within 5 business days if the Company is informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

### **3. Non-Usage.**

U-Lifeline will de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days. U-Lifeline will provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage; such notice may be initiated after 30-days of non-usage. U-

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<sup>32</sup> See Order at ¶ 122.

<sup>33</sup> See *id.* In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.

<sup>34</sup> See Order at ¶ 89.

<sup>35</sup> See Order at ¶ 214-16.

Lifeline will update the national database, once in place, within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.<sup>36</sup>

## **F. Additional Rule Amendments**

### **1. *Terms and Conditions of Service***

U-Lifeline has attached as Exhibit C its terms and conditions of service. These terms and conditions are subject to change as needed, and the most current version may be found at [www.u-lifeline.com](http://www.u-lifeline.com).

### **2. *Reporting Requirements***

U-Lifeline will report all information required by section 54.422. This includes the names of the Company's holding company, operating companies and affiliates, and any branding ("doing-business-as company" or brand designation), and provide to the Commission and USAC general information regarding the terms and conditions of the Lifeline plans for voice telephony service offered specifically for low income consumers through the program offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.<sup>37</sup>

### **3. *Reimbursement from USAC***

In seeking reimbursement for Lifeline, U-Lifeline will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.<sup>38</sup> U-Lifeline will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement,<sup>39</sup> and the Company will seek reimbursement for actual lines served, not projected lines.<sup>40</sup>

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<sup>36</sup> See *Order* at ¶ 257.

<sup>37</sup> See *Order* at ¶ 296, 390. Section 153 of the Communications Act defines "affiliate" as "a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person."

<sup>38</sup> See *Order* page 221.

<sup>39</sup> See *Order* at ¶ 128.

<sup>40</sup> See *Order* at ¶ 302.

#### **4. *Section 54.202 Certifications***

U-Lifeline certifies the following in accordance with newly amended C.F.R. § 54.202: (1) U-Lifeline will comply with the service requirements applicable to the support that it receives; (2) U-Lifeline is able to remain functional in emergency situations; (3) U-Lifeline will satisfy applicable consumer protection and service quality standards.

### **III. COMPANY INFORMATION**

U-Lifeline Wireless is a wholly owned subsidiary of Allied Wireless Communication Corporation. U-Lifeline Wireless is a facilities-based telecommunications provider and seeks ETC status to serve Lifeline-eligible customers in South Carolina.

#### **1. *Names and Identifiers***

The Company's legal name is Allied Wireless of the Palmetto State d/b/a U-Lifeline Wireless. U-Lifeline's parent company Allied Wireless Communications Corporation operates and provides wireless telecommunications service under the brand name "Alltel".

#### **2. *Financial and Technical Capability***

U-Lifeline Wireless has the financial and technical qualifications to provide the Lifeline services outlined in this Application. U-Lifeline Wireless is a wholly owned subsidiary of Allied Wireless Communication Corporation ("AWCC"). AWCC is a wireless telecommunications provider based in Little Rock, Arkansas that serves more than 800,000 subscribers in six states – Georgia, North Carolina, South Carolina, Illinois, Ohio and Idaho. It has been in operation since 2010. AWCC is a subsidiary of Atlantic Tele-Network, Inc. ("ATNI"), a Massachusetts-based telecommunications company operating advanced wireless, wireline, and both terrestrial and submarine fiber optic networks in North America and the Caribbean. ATNI is a public corporation traded on the NASDAQ stock exchange and has a market capitalization of almost \$600 million.

In light of its corporate relationship with AWCC and ATNI, U-Lifeline Wireless will have the financial and technical resources necessary to provide its Lifeline services in South Carolina. U-Lifeline Wireless does not intend to rely exclusively on USF support to operate.<sup>41</sup>

U-Lifeline Wireless has not been subject to any enforcement action at the FCC or in any state. No ETC designations held by U-Lifeline Wireless have been rescinded, revoked or terminated by the FCC or by any state.<sup>42</sup>

### **3. Lifeline Offering**

U-Lifeline Wireless plans to offer Lifeline wireless service for \$10.00 every 30 days and the plan includes 500 anytime minutes, 500 text messages and unlimited calling to other U-Lifeline Wireless customers with no toll charges for domestic nationwide calling. The Lifeline wireless service plan is summarized in the following table:

Proposed U-Lifeline Wireless Offering

Monthly Fee	\$10.00
Anytime Minutes Included Each Month	500
Text Messages Included Each Month	500
Mobile-to-Mobile (other U-Lifeline Customers)	Free
Long Distance Charges	Free
Caller ID	Free
Handset	Free
Additional anytime minutes above the 500 Included in the Plan	\$0.10 cents a minute
Additional text messages above the 500 Included in the Plan	\$0.10 cents per text
Roaming	\$0.59 cents a minute

## **IV. CONCLUSION**

U-Lifeline submits that its Compliance Plan fully satisfies requirements set forth in FCC's *Order*. Accordingly, U-Lifeline respectfully requests that the Commission expeditiously approve its Compliance

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<sup>41</sup> *Id.* at ¶ 388.

<sup>42</sup> *Id.*

Plan and Application for designation as an ETC so that the Company may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

## EXHIBIT A



1001 Technology Drive, Little Rock, AR 72223  
www.U-Lifeline.com

## Lifeline Household Worksheet

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
ULifeline Phone \_\_\_\_\_

Lifeline is a government program that provides a monthly discount on home or mobile telephone services. Only ONE Lifeline discount is allowed per household. Members of a household are not permitted to receive Lifeline service from multiple telephone companies.

**You have been asked to complete this Worksheet because someone else currently receives a Lifeline-supported service at your address. This other person may or may not be a part of your household<sup>1</sup>. Answer the questions below to determine whether there is more than one household residing at your address.**

Spouses and domestic partners are considered to be part of the same household<sup>1</sup>. Children under the age of 18 living with their parents or guardians are considered to be part of the same household as their parents or guardians. If an adult has no income<sup>3</sup>, or minimal income, and lives with someone who provides financial support to that adult, both people are considered part of the same household.

1. Does your spouse or domestic partner (that is, someone you are married to or in a relationship with) already receive a Lifeline-discounted phone? (check no if you do not have a spouse or partner) \_\_\_\_YES \_\_\_\_NO

- If you checked **YES**, you may not sign up for Lifeline because someone in your household already receives Lifeline. Only ONE Lifeline discount is allowed per household.
- If you checked **NO**, please answer question #2.

2. Other than a spouse or partner, do other adults (people over the age of 18 or emancipated minors) live with you at your address?

- |  |                |                      |                |
|--|----------------|----------------------|----------------|
| A. A parent  | ____YES ____NO | D. An adult roommate | ____YES ____NO |
| B. An adult son or daughter  | ____YES ____NO | E. Other _____       | ____YES ____NO |
| C. Another adult relative (such as a sibling, aunt, cousin, grandparent, grandchild, etc.) | ____YES ____NO |                      |                |

- If you checked **NO** for each statement above, you do not need to answer the remaining questions. Please initial line B, below, and sign and date the worksheet.
- If you checked **YES**, please answer question #3.

3. Do you share living expenses<sup>2</sup> (bills, food, etc.) and share income (either your income, the other person's income or both incomes together) with at least one of the adults listed above in question #2? \_\_\_\_YES \_\_\_\_NO

- If you checked **NO**, then your address includes **more than one household**. Please initial lines A and B below, and sign and date the worksheet.
- If you checked **YES**, then your address includes only **one household**. You may not sign up for Lifeline because someone in your household already receives Lifeline.

### CERTIFICATION

Please initial the certifications below and sign and date this worksheet. Submit this worksheet to ULifeline Prepaid Wireless.

- A. \_\_\_\_ I certify that I live at an address occupied by multiple households.
- B. \_\_\_\_ I understand that violation of the one-per-household requirement is against the Federal Communication Commission's rules and may result in me losing my Lifeline benefits, and potentially, prosecution by the United States government.

Signature\_\_\_\_\_

Date\_\_\_\_\_

<sup>1</sup>Your **household** is everyone who lives together at your address as one economic unit (including children and people who are not related to you).

<sup>2</sup>The **adults** you live with are part of your **economic unit** if they contribute to and share in the income and expenses of the household. An **adult** is any person 18 years of age or older, or an emancipated minor (a person under age 18 who is legally considered to be an adult). Household **expenses** include food, health care expenses (such as medical bills) and the cost of renting or paying a mortgage on your place of residence (a house or apartment, for example) and utilities (including water, heat and electricity).

<sup>3</sup> **Income** includes salary, public assistance benefits, social security payments, pensions, unemployment compensation, veteran's benefits, inheritances, alimony, child support payments, worker's compensation benefits, gifts, and lottery winnings.

## EXHIBIT B



**Prepaid Wireless**  
powered by Alltel

## Wireless Lifeline Service Application and Certification

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in U Lifeline Wireless's (the Company) Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

**One Lifeline service per household disclosures:** Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☐ **By checking this box, I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.**

### Customer Application Information:

First Name Middle Initial	Last Name	Date of Birth (MM/DD/YY) / /
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<b>Residential Address</b> w/ street name & Apt Number ( <b>PO Box cannot be accepted</b> )	City / State / Zip Code
<b>Billing Address</b> (if different from Residential Address) (P.O. Box IS sufficient)	City / State / Zip Code
<input type="checkbox"/> Residential Address is <b>Permanent (Must Choose One)</b> <input type="checkbox"/> Residential Address is <b>Temporary</b>	<input type="checkbox"/> Service Is New (Choose One) <input type="checkbox"/> Service Is Conversion

Social Security Number or Tribal Number - -	Home Telephone / Contact Number ( ) -	Email Address
--	--	---------------

Would you like to receive texts or emails from our company about new service offerings or promotions?  
☐ Yes ☐ No This information will be for company use only, & will not be shared with a third party company or organization.

<b>ELIGIBILITY REQUIREMENTS:</b>	<b>Number of persons in Household</b> _____
----------------------------------	--

Do you or any member of your household currently receive Lifeline assistance at the above address? ☐ YES ☐ NO

**I hereby certify that I currently participate in at least one the following public assistance programs (Check One):**

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Federal Public Housing HUD/Section 8 (FPHA)
- ☐ Medicaid (not Medicare)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch programs
- ☐ Income at or below 135% of Federal Poverty Guidelines

**ADDITIONAL CERTIFICATIONS: I hereby certify, under penalty of perjury, that:**

- ☐ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ☐ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ☐ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ☐ The address listed below is my primary residence, not a second home or business
- ☐ If I move to a new address, I will provide that new address to the Company within 30 days
- ☐ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ☐ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ☐ The information contained in this certification form is true and correct to the best of my knowledge

**Multiple households sharing and address:**

- ☐ I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

**Activation and usage requirement disclosures:** This service is a prepaid service and you must personally activate it by calling. To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

- ☐ I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.

**Authorizations:**

- ☐ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline eligibility database and to ensure the proper administration of the Lifeline program. Failure to consent will result in denial of service.

Applicant's Signature:

Date:

**For Agent Use Only** (check only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):**Documents Acceptable Proof for Income-Eligibility:**

- ☐ The prior year's state, federal, or Tribal tax return,
- ☐ Current income statement from an employer or paycheck stub,
- ☐ A Social Security statement of benefits,
- ☐ A Veterans Administration statement of benefits,
- ☐ A retirement/pension statement of benefits,
- ☐ An Unemployment/Workmen's Compensation statement of benefits,
- ☐ Federal or Tribal notice letter of participation in General Assistance, or
- ☐ A divorce decree, child support award, or other official document containing income information for at least three months' time.

Household Size	135% Income Requirement	Household Size	135% Income Requirement
1	\$ 15,080	5	\$ 36,464
2	\$ 20,426	6	\$ 41,810
3	\$ 25,772	7	\$ 47,156
4	\$ 31,118	8	\$ 52,502
Each additional person Add \$5,346			

**Documents Acceptable Proof for Program-Eligibility:**

- ☐ The current or prior year's statement of benefits from a qualifying state, federal or Tribal program;
- ☐ A notice letter of participation in a qualifying state, federal or Tribal program;
- ☐ Program participation documents (e.g., the consumer's
- ☐ Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or
- ☐ Another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program

Applicant Account Number	Rep/Agent Signature

## EXHIBIT C

# Terms and Conditions

**Please Read These Terms and Conditions Carefully.** They include important information about the Services we provide to you, including access and usage charges, taxes, surcharges and other fees that we bill you or that may be accepted or processed through your Equipment. They also include fees for early termination, limitations of liability, and an agreement to resolve disputes through arbitration instead of in court. You and any authorized users on your account will have access to account information and may be able to make changes to the account. If you give your account validation information to another person, that person can access and make changes to your account and those changes, including any charges, will be binding on you. Certain changes to your account may require a new Fixed Term and/or new Terms and Conditions.

**Definitions.** "You" and "your" mean the person or entity that subscribes to Services or purchases or leases Equipment subject to this Agreement. This "Agreement" includes these Terms and Conditions and your Service Order, along with any Legal Notices and the Privacy Policy posted at [www.alltelwireless.com](http://www.alltelwireless.com). "We," "our," "us," and "Alltel" refer to Allied Wireless Communications Corporation, its subsidiaries and affiliates and any partnerships of which it is a partner doing business as Alltel and providing Services or Equipment to you. "Service(s)" refer to any services you have asked us to provide to you through this Agreement. "Equipment" means any communications equipment or accessories you purchase or lease from us or use in any manner in connection with your Services. "Service Order" means the form (whether paper or electronic) on which you apply for Services and may include certain additional terms and conditions for your Service. "Terms and Conditions" include the following provisions as maintained at [www.alltelwireless.com](http://www.alltelwireless.com) and the provisions in your Service Order that set forth the manner in which we provide Equipment and Service to you, such as the length of time you will subscribe to a Service, rate plans, access charges, fees, taxes and surcharges, and the Equipment you have selected.

**Acceptance.** You accept this Agreement when you do any of the following: (a) give us your written or electronic signature, (b) tell us orally or electronically that you accept, or (c) use or attempt to use any of the Equipment or Services. If you have never used the Services before and do not wish to be bound by these Terms and Conditions, do not begin using the Services or Equipment and notify us immediately.

**Term.** If you choose one of our "Contract" plans ("Contract Customers") you will have a fixed term of two (2) years from the date Service is activated ("Fixed Term"). If you choose one of our "No Contract" plans ("No Contract Customers") you will have a month-to-month term. When Contract Customers reach the end of their Fixed Term, Services will continue to be provided on a month-to-month basis. Both Contract Customers and No Contract Customers are bound by these Terms and Conditions (except No Contract Customers are not subject to an ETF).

**Acceptable and Prohibited Network Uses.** You agree that your Service may only be used in a manner that we deem appropriate and for purposes consistent with this Agreement; appropriate use includes the following: (a) live dialogue between individuals, (b) internet or intranet access, (c) transmittal of approved text or multimedia messages, (d) email, and (e) downloads of mobile applications. You agree that the Service may not be used in a manner that we deem inappropriate or which is not consistent with these terms and conditions (collectively, "Prohibited Uses"). Prohibited Uses include the following: (i) connections that do not consist of uninterrupted live dialogue between individuals; (ii) generating excessive amounts of internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services or machine-to-machine connections that do not involve active participation by a person; (iii) transmitting or facilitating any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," commercial or bulk email, or fax; (iv) disrupting email or other use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (v) activities adversely affecting the ability of other people or systems to use the Service or other parties' internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (vi) an activity that connects any device to personal computers or other equipment for the purpose of transmitting wireless data over the network (unless you are using a plan explicitly designated for such usage); (vii) use in a manner that is unlawful, infringes on intellectual property rights, or unduly interferes with the use of our network by other customers; or (viii) any other reason that, in our sole discretion violates our policy of providing

service for individual use. IF YOU SUBSCRIBE TO A SERVICE THAT IS DESCRIBED AS UNLIMITED, YOU AGREE THAT SUCH SERVICE IS SUBJECT TO THE PROHIBITED USES.

**Your Right to Terminate the Agreement.** If you are a Contract Customer and you terminate your Service before the expiration of the Fixed Term then you will be required to pay us an early termination fee ("ETF") as specified on your Service Order. If there is no ETF amount specified on your Service Order, then your ETF will be \$200. Under certain circumstances, and depending on which Equipment you purchase, you may be allowed to terminate a line of Service within either 15 or 30 days of activation without having to pay an ETF (visit [www.alltelwireless.com](http://www.alltelwireless.com) for details). If you are on a month-to-month term, you may terminate Service at any time without having to pay an ETF. A request by you to port your number to a different carrier will be deemed a request by you to terminate your Agreement. We reserve the right to charge a fee if you request to port your number. If you terminate Service, you remain liable for payment of all outstanding charges for Services used and Equipment purchased prior to termination.

**Our Rights to Limit or End Service or the Agreement.** YOU AGREE THAT WE MAY, WITHOUT LIMITATION AND WITHOUT NOTICE, LIMIT DATA THROUGHPUT SPEEDS OR QUANTITIES OR DENY, MODIFY, SUSPEND, DISCONNECT OR TERMINATE YOUR SERVICE OR AGREEMENT, if you, any user of your Equipment, or any user on your account: (a) breaches the Agreement; (b) engages in any Prohibited Uses; (c) incurs charges greater than any billing or credit limitation on your account (even if we haven't yet billed the charges); (d) provides inaccurate information or credit information we can't verify; (e) transfers or attempts to transfer Service to another person without our consent; (f) lives in or relocates to an area where we don't provide Service; (g) uses the majority of your data or voice Service roaming on a network not owned or operated by us; or (h) uses the Service in a manner that is burdensome or unusually excessive when compared to other customers in your area on similar plans or otherwise uses the Service in a manner that makes it uneconomical or unprofitable for us to continue providing the Service to you. If we limit, suspend or terminate your Service and later reinstate your Service, you may be charged a fee.

**Charges for Services and Equipment.** 1. In General. You are responsible for paying all charges applicable to your Equipment and Service. In addition, you are responsible for paying any taxes, surcharges, fees, and assessments imposed by us or a governmental authority and you understand and agree that these may change from time to time.

2. Airtime Charges. Airtime usage on each call is billed in full minute increments, with a minimum charge of one minute per call. Partial minutes of use are rounded up to the next full minute. Access charges are billed in advance and will not be deducted from your bill or refunded in the event of termination. Unused plan minutes are not carried over to subsequent monthly billing cycles. In some instances, information regarding airtime usage, including roaming or long distance charges, is not available to be included in the bill for the month that the Service is used, and will be billed to you in a subsequent bill. The Service will be charged, and deducted from your plan minutes, in the month it is billed. The length of a call will be measured from when you initiate it (typically, when you press the "Send" key) until you terminate it (typically, when you press the "End" key). You may incur additional charges for roaming or long distance calls. Rates and charges while roaming outside of your local Alltel service area may be different from your Alltel service area rates. We reserve the right to select the carrier you will use while roaming. Use of custom calling features (such as voicemail or three-way calling) will be billed like any other call. To be eligible for Service, we may require you to reside in our Service area and to use most of your Service on a network owned or operated by Alltel.

3. Data Charges. Wireless data services may be billed in full kilobyte increments. Partial kilobyte increments of use may be rounded to the next full kilobyte. Unused kilobytes may not be carried over to subsequent monthly billing cycles. Access time may be measured from the time the port is seized to the time the port is released by your Equipment.

4. Third Party Charges. Your Equipment may be used to purchase services and products from third-party providers (e.g., ringtones, apps, games, etc.). Charges for these purchases may appear on your Alltel bill. You assume responsibility for all Charges associated with purchases from third-parties via your Equipment. ALLTEL IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. It is your responsibility to read the rules or service agreements of each content provider or service provider.

5. **Disputes.** IF YOU DISPUTE ANY OF THE CHARGES IN YOUR BILL, YOU MUST NOTIFY US IN WRITING AT 1001 TECHNOLOGY DRIVE, LITTLE ROCK, ARKANSAS 72223, ATTENTION: CUSTOMER SERVICE, WITHIN 180 DAYS OF THE DATE OF THE BILL OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE. IF WE FAIL TO BILL YOU FOR ANY CHARGES, WE WAIVE THE RIGHT TO SEEK PAYMENT OF SUCH CHARGES FROM YOU 180 DAYS AFTER THE DATE ON WHICH WE SHOULD HAVE BILLED YOU.

**Billing Information Provided by You.** To determine whether certain taxes, fees and surcharges are applicable to Service provided to you, we must obtain your street address. You represent and warrant that the address you provide us to obtain Service is correct, and you acknowledge that we are relying on this information to determine which taxes, fees or surcharges are applicable to your Service. You agree to notify us if your address changes. In the event you do not provide us with a valid address or address change, you understand and agree that you may be responsible for additional taxes, fees or surcharges for your Service, and we may terminate your Service.

**Payments.** We will bill you monthly for all charges associated with the Services, and we will invoice you for all charges associated with Equipment. Payment in full is due no later than the due date indicated on your bill. If you have authorized payment for Services or Equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of our rights under this Agreement. You agree to pay costs and fees we incur to collect an unpaid balance from you.

**Credits and Deposits.** You authorize us to ask credit-reporting agencies for credit information about you. We may, in our discretion, require you to submit a deposit as security for payment of charges. An additional deposit may be required if either the amount or number of Services is increased or your credit rating changes. Simple interest will be paid on the cash deposit for the period it is held by us and will be refunded if satisfactory credit has been established or upon termination of service. We reserve the right to apply the deposit to any amount due and unpaid. We may require a guarantee of payment by an individual or entity approved by us.

**Personal Identifiers.** We assign telephone numbers, e-mail addresses and other personal identifiers in connection with the Services. Unless we provide you advance notice, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. In the event that you become entitled to transfer a personal identifier to another party, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services or Equipment.

**Services Provided by Third Parties.** The Services will be provided either by us or by our third party vendors or contractors. We reserve the right to change or modify the source of any Services provided to you without notice.

**Unauthorized Use of Third Party Services.** You may only access Services through Equipment that is determined by us to be compatible with our network. Your Equipment contains programming designed to enable access to Alltel Services only. Using any manual or electronic means to circumvent any restrictions placed on your mobile phone or to modify without authorization any programming supplied on your phone is a violation of your Agreement.

**Privacy and Customer Proprietary Network Information.** Our Privacy Policy governs how we collect and use information related to you and your use of the Services and may be found at [www.alltelwireless.com](http://www.alltelwireless.com). We may change our Privacy Policy at any time without notice. You authorize us to monitor and record communications to us regarding your account or the Services for purposes of quality assurance. We will not give you notice of any subpoenas or court orders related to your account or use of Services unless required by law. Information in our billing and customer care systems concerning your account and your use of Services belongs to us. You agree that we may release information we have about you when required to do so by law, to provide to third parties solely for the purpose of assisting us in providing any Service to you, or if we reasonably believe that an emergency involving immediate harm to a person or property requires disclosure. We may analyze your account and usage information and share this information with other Alltel entities to communicate with you regarding Equipment or Services that may become available to you. If

you do not want us to provide your information to other Alltel entities for this purpose, please notify us.

**Theft and Fraud.** If your Equipment is lost, stolen, or fraudulently used, then you are responsible for all usage incurred before we receive notice from you of such loss or theft. You agree to cooperate in the investigation of fraud or theft and to provide us with such requested information and documentation (including affidavits and police reports).

**LIMITATION OF LIABILITY.** YOU AND ALLTEL BOTH AGREE TO LIMIT CLAIMS AGAINST EACH OTHER FOR DAMAGES OR OTHER MONETARY RELIEF TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY. THAT MEANS THAT NEITHER OF US IS ENTITLED TO INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES IF YOU BRING A CLAIM AGAINST ONE OF OUR SUPPLIERS IF WE WOULD BE REQUIRED TO INDEMNIFY THE SUPPLIER FOR THE CLAIM.

**DISCLAIMER OF WARRANTIES.** WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR EQUIPMENT YOU RECEIVE FROM US OR ANY APPLICATIONS YOU ACCESS THROUGH YOUR EQUIPMENT, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. WE DO NOT PROMISE UNINTERRUPTED OR ERROR FREE SERVICE. WE MAY NOT MANUFACTURE ANY EQUIPMENT OR SOFTWARE THAT YOU MAY USE IN CONNECTION WITH YOUR SERVICE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH WE HAVE NO LIABILITY WHATSOEVER).

**ARBITRATION.** YOU AND ALLTEL BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. YOU AND ALLTEL UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF AS A JUDGE, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. IF FOR SOME REASON THIS PROHIBITION ON CLASS ARBITRATIONS CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY. WE ALSO BOTH AGREE THAT:

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT OR SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH EQUIPMENT OR SERVICES) WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA").

(2) UNLESS YOU AND ALLTEL AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS, AND THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S WIA RULES OR CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)). FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN-PERSON OR BY PHONE.

(3) BEFORE EITHER OF US MAY SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO ALLTEL SHOULD BE SENT TO GENERAL COUNSEL, 1001 TECHNOLOGY DRIVE, LITTLE ROCK, AR 72223. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL PAY ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, WE WILL PAY THE FEE DIRECTLY TO THE AAA. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER, AS WELL AS FOR ANY APPEAL TO A PANEL OF THREE NEW ARBITRATORS (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS AGREEMENT).

(4) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE ARBITRATION BEGINS. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5000, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5000, THEN WE AGREE TO PAY YOU \$5000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5000, THEN WE WILL PAY YOU THAT AMOUNT.

(5) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

**About These Terms and Conditions.** 1. Record Retention. You acknowledge and agree that (i) Alltel will not maintain a paper copy of your Agreement, (ii) Alltel will maintain your rate plan and feature information electronically, and (iii) Alltel will maintain its copy of the Terms and Conditions at [www.alltelwireless.com](http://www.alltelwireless.com). If you lose your copy of the Terms and Conditions, you may retrieve the then current electronic copy from [www.alltelwireless.com](http://www.alltelwireless.com) at any time.

2. Changes. We may change these Terms and Conditions, including any change in any charge or fee, or the imposition of a new charge or fee, at any time. We will provide you with notice of material changes (other than, for example, changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill or separately. If such a change has a material adverse effect on you and you do not wish to accept such change, you may terminate your Agreement by giving us notice within thirty (30) days, in which case you will not be subject to an ETF. You will, however, still be responsible for all charges for Services and Equipment made before you terminated your Agreement.

**Applicable Law.** Your Agreement and Alltel's provision of Services to you are subject to (a) the laws of the state identified in the billing address that you have provided us and (b) any applicable federal or state laws. In the event of an inconsistency between any governmental requirement and this Agreement regarding the provision of a Service that is subject to the governmental requirement, the provisions of the governmental requirement will apply to the extent necessary to avoid the inconsistency.

**Assignment.** We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

**No Waiver; Severability.** If we do not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is ruled unenforceable, the remainder of this Agreement will remain in force.

**Third Parties.** This Agreement is for the benefit of you and us only, and not any third party.

**Entire Agreement.** This Agreement is the entire Agreement between you and us, which may only be amended as

described above. This Agreement supersedes any and all statements or promises made to you by any of our employees or agents.